

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

IA NO. GA/3/2026
IN
CS/144/2024
RATNA CHOWDHURY AND ORS.
VS
DIBYENDU CHOWDHURY
IA NO. GA/2/2025
IN
CS/144/2024
RATNA CHOWDHURY AND ORS.
VS
DIBYENDU CHOWDHURY

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 21st January, 2026.

APPEARANCE:

Mr. Anirban Kar, Adv.
Mr. Munshi Ashiq Elahi, Adv.
Ms. Snigdha Das, Adv.
Mr. Rohit Mahato, Adv.
For plaintiffs
Mr. Anindya Basu, Adv.
Mr. Sandeep Prasad Shaw, Adv.
Mr. Aman Kumar Singh, Adv.
Mr. Bishal Ghosh, Adv.
For defendant

THE COURT: Affidavit-in-reply in GA/2/2025 filed in Court today is taken on record.

In a partition suit, the plaintiffs have filed an application being GA/2/2025, inter alia, for declaration of shares and passing of a preliminary decree in terms thereof. The partition suit relates to the estate of Amalendu Bikash Chowdhury.

The schedules of the properties in the partition suit is at page 29 of this application which are set out hereunder for the better understanding of facts and convenience.

“ SCHEDULE-I

1. All that Portions of premises no. 43, Kali Krishna Tagore Street, Kolkata – 700 007, under Police Station Posta built on land measuring 6 Cottahs, 1 Chattack and 23 sq. as specified herein under:
 - a) Flat measuring approximately 581.93 sq ft. on the southern portion of the ground floor of premises no. 43, Kali Krishna Tagore Street, Kolkata – 700 007.
 - b) Flat measuring approximately 3383.20 sq. ft. being the entirety of the 3rd floor of premises no.43, Kali Krishna Tagore Street, Kolkata – 700 007.
 - c) Flat measuring approximately 917.37 sq. ft. on the north west portion of the 4th floor of premises no.43, Kali Krishna Tagore Street, Kolkata – 700 007.
 - d) Room measuring approximately 162.28 sq. ft. on the eastern portion of the 4th floor of premises no.43, Kali Krishna Tagore Street, Kolkata – 700 007.

And being butted and bounded as follows:

ON THE NORTH:	Kali Krishna Tagore Street.
ON THE SOUTH:	Premises No.6, Seth Lane, Kolkata 700 007.

ON THE EAST:	Daga Dharmashala. 41A, Kali Krishna Tagore Street, Kolkata 700 007.
ON THE WEST:	Debnath Kutir, 41A, Kali Krishna Tagore Street, Kolkata 700 007.

2. Land measuring approximately 5 cottahs together with a G+1 storied structure standing thereon and consisting of 15 rooms, kitchen, lounge area, etc at “Hotel Safari” at HFR8+HFP, Dahigora, Apur Path, Ghatshila, Singbhum, Ghatshila, Jharkhand – 832 303.

SCHEDULE-II

Business run under the name and style of “Hotel Sarfari” from HFR8+HFP, Dahigora, Apur Path, Ghatshila, Singbhum, Ghatshila, Jharkhand – 832 303.”

The shares of the parties are provided in paragraph 6 of the plaint which is at page 20 of this application. The sole defendant has opposed this application by filing an affidavit-in-opposition affirmed on 16th December, 2025.

The stand of the sole defendant will appear from paragraphs 4 and 5 of the said opposition which are set out hereunder for convenience.

- “4. The defendant further states that Amalendu Bikash Chowdhury, since deceased, during his lifetime was the absolute and sole owner of several

landed properties including:

- i. Portions of premise no. 43, Kali Krishna Tagore Street, Kolkata 700 007 built on land measuring 6 Cottahs, 1 Chattack and 23 sq. ft. as specified herein under:
 - a. Flat measuring approximately 581.93 sq. ft. on the southern portion of the ground floor.
 - b. Flat measuring approximately 3383.20 sq. ft. being the entirety of the 3rd floor.
 - c. Flat measuring approximately 917.37 sq. ft. on the north western portion of the 4th floor.
 - d. Room measuring approximately 162.28 sq. ft. on the eastern portion of the 4th floor.
- ii. Land measuring approximately 5 cottahs together with a G+1 storied structure standing thereon and consisting 15 rooms, kitchen, lounge area, etc at "Hotel Safari" at HFR8+HFP, Dahigora, Apur Path, Ghatshila, Singbhum, Ghatshila, Jharkhand - 832 303.

5 That however, in so far as the asset described in schedule II to the plaint is concerned, it must be stated herein, that recently the Learned Advocate of the Late Amalendu Bikash Chowdhury, has contacted and informed the

defendant about the existence of a will with regard to the said Schedule-II property, i.e., business run under the name and style of "Hotel Safari" from HFR8+HFP, Dahigora, Apur Path, Ghatshila, Singbhum, Ghatshila, Jharkhand 832303, and that he is taking necessary steps for Probate of the same. Copy of the said will provided therewith, is annexed herewith and marked as Letter "A".

The defendant has also taken out an application being GA/3/2026, inter alia, for deleting the property described as Hotel Safari situate at HFR8+HFP, Dahigora, Apur Path, Ghatshila, Singbhum, Ghatshila, Jharkhand – 832 303.

After hearing the parties and considering the materials on record the dispute boils down to the property described in serial no.2 of schedule I of the plaint being land measuring approximately 5 Cottahs together with G+1 storied structure standing thereon and consisting of 15 rooms, kitchen, lounge area etc at Hotel SAFARI, Ghatshila, Jharkhand. The hotel business as stated hereinabove is described in the Schedule II is operated from the property described in Serial No. 2 of Schedule I.

It is the case of the defendant that the immovable property as in serial no. 2 of Schedule I and the business as described in Schedule II have been bequeathed by Amalendu Bikash Chowdhury by virtue of a Will dated 19th April, 2002 to the defendant and as such the same are exclusive properties of the defendant and cannot be the subject matter of partition.

It is an admitted position that the assets mentioned in Schedule II of the plaint relates to the hotel business by the name SAFARI operated from the

property which is described in serial no.2 of the first schedule of the plaint.

This gives rise to a doubt as to whether the immovable property owned by Mr. Amalendu Bikash Chowdhury forms part of the estate left for partition or has been excluded therefrom by his Will dated 19th April, 2002. The said Will in its schedule describes the immovable property being serial no.2 of Schedule I of the plaint to be the place from where the Hotel business as described in Schedule II is operated.

After considering the admission and denial by the parties and respective assertion of right, I find that there is no dispute as to the properties mentioned in serial no.(a), (b), (c) & (d) of serial no.1 in Schedule I of the plaint. The dispute is in respect of the property described as serial no.2 of the first schedule and the property mentioned in Schedule II.

In the aforesaid facts and circumstances, the shares of the parties so far as it relates to properties mentioned in serial no. (a), (b), (c) & (d) of serial no.1 of the first Schedule of the plaint are declared in the proportion as contained in paragraph 6 of the plaint are declared.

The plaintiff nos. 1, 2, 3, 4 and the defendant shall have 1/6th share each while plaintiff nos.5 and 6 will have 1/12th share each in the properties mentioned in serial Nos. 1(a), (b), (c) and (d) of Schedule I of the plaint. Accordingly, there shall be a preliminary decree in terms thereof.

So far as the property and assets mentioned in serial no.2 of the first Schedule and second Schedule, the parties will have to lead evidence to show whether the same forms part of the estate or is excluded from the estate of

Amalendu Bikash Chowdhury available for partition.

The preliminary decree be drawn up expeditiously.

The two applications being IA NO. GA/3/2026 and IA NO GA/2/2025 are accordingly disposed of.

(ARINDAM MUKHERJEE, J.)

Sb/